



## Robertson County Tennessee

*Jody Stewart, Finance Director*

*Finance Department*

*523 South Brown Street, Springfield, TN 37172*

*(615) 384-0202*

*Fax (615) 384-0237*

POST DATE: **December 1, 2022**

### **RFP 1509: New Voting System for Robertson County Elections**

Sealed bids must be received by: December 15, 2022 at 2:00 PM

Robertson County Finance Office  
523 South Brown Street  
Springfield, TN 37172

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME. ITEM BID. TIME OF BID OPENING. DATE OF BID OPENING. RFP NO. 1509 AND MUST BE MARKED "SEALED BID. DO NOT OPEN."**

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Cathy Hamsley, Administrator of Elections at (615) 384-5592 or [chamsley@robcofn.org](mailto:chamsley@robcofn.org). For assistance with bid procedures contact Taylor Tomblin, Robertson County Finance Office at (615) 384-0202 or by email: [ttomblin@robcofn.org](mailto:ttomblin@robcofn.org).

**Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.**

# ***Robertson County Government Request for Proposals***

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December 1, 2022

**Robertson County Government  
Election Commission Voting System  
Proposal No. 1509  
Opening Date: December 15, 2022  
Time: 2:00 PM**

ROBERTSON COUNTY GOVERNMENT IS SOLICITING SEALED PROPOSALS FOR A NEW VOTING SYSTEM. TERMS, CONDITIONS, AND SPECIFICATIONS ARE ATTACHED

SUBMISSION OF YOUR PROPOSAL MUST BE IN A SEALED ENVELOPE AND MARKED WITH YOUR COMPANY NAME AND "VOTING SYSTEM RFP NO. 1509 ON THE FRONT OF THE ENVELOPE AND DELIVERED TO:

ROBERTSON COUNTY FINANCE OFFICE  
523 SOUTH BROWN STREET  
SPRINGFIELD, TN 37172

ROBERTSON COUNTY DOES NOT ACCEPT ELECTRONICALLY TRANSMITTED BID RESPONSES.

PROPOSALS WILL BE OPENED AT THE SPECIFIED DATE AND TIME. LATE PROPOSALS WILL NOT BE ACCEPTED.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY. PROPOSAL RESPONSES MUST INCLUDE THE ATTACHED VENDOR INFORMATION SHEET AND REQUESTED DOCUMENTS.

ANY QUESTIONS OR CONCERNS REGARDING THE PROPOSAL SHOULD BE DIRECTED TO CATHY HAMSLEY MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:00 PM

**Robertson County Government  
Election Commission Voting System  
Proposal No. 1509  
Opening Date: December 15, 2022  
Time: 2:00 PM**

**VENDOR INFORMATION**

Vendor Name \_\_\_\_\_

Vendor Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Contact Person's Email Address \_\_\_\_\_

Authorized By: (Please print) \_\_\_\_\_

Authorizing Signature \_\_\_\_\_

Form Checklist: This checklist is provided to make sure all forms required are submitted.

- ☐ Vendor Info Pg. 2
- ☐ Iran Divestment Act - Pg. 3
- ☐ Non-Collusion Affidavit – Pg. 4
- ☐ References Pg. 5

## **IRAN DIVESTMENT ACT FORM**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the Iran investment activities list created pursuant to T.C.A. § 12-12-106.

Authorized By: (Please print)\_\_\_\_\_ Title:\_\_\_\_\_

Authorizing Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**1509 – VOTING SYSTEM & EQUIPMENT  
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,  
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Robertson County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

\_\_\_\_\_ African American Owned  
\_\_\_\_\_ Caucasian Owned  
\_\_\_\_\_ Native American Owned  
\_\_\_\_\_ Other Owned

\_\_\_\_\_ Asian Owned  
\_\_\_\_\_ Hispanic Owned  
\_\_\_\_\_ Woman Owned

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR PROPOSAL**

## REFERENCES

Provide the name and contact information of three (3) references for similar projects or contracts completed in the last three (3) years.

1. Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

2. Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

3. Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

**Robertson County Government**  
**Election Commission Voting System**  
**Proposal No. 1509**  
**Opening Date: December 15, 2022**  
**Time: 2:00 PM**

**SECTION 1                    GENERAL TERMS AND CONDITIONS**

1. ADDITIONAL INFORMATION: ALL requests for additional information *must* be routed to the Robertson County Finance Office, 615-384-0202. Questions may be emailed to [ttomblin@robcofn.org](mailto:ttomblin@robcofn.org)
2. BIDDER'S QUALIFICATIONS: Bidders, upon request, must provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Robertson County will make the final determination as to the bidder's ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
3. CONFLICT OF INTEREST: Vendor, by submitting a signed bid, certify that ***no gratuity of any kind and no part*** of the total contract amount provided herein shall be ***paid directly or indirectly to any officer or employee of Robertson County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.*** A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.
4. DELIVERY: Robertson County requires that vendors deliver all products "free on board" to the final destination
5. DESCRIPTIVE LITERATURE: Vendors shall clearly identify the manufacturer and the part number for goods. Vendors are also to provide descriptive literature if warranted
6. INFORMED BIDDER: Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidder's own risk and they cannot secure relief on the plea of error.
7. INSURANCE: By submitting a bid, the bidder acknowledges that it has read and understands the insurance requirements for the bid. The successful Vendor shall obtain and keep in force for the term of the contract or services, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise, the County may rescind its acceptance of the Bidder's bid.
  - A. General Liability: \$1,000,000.00 per occurrence - \$2,000,000.00 General Aggregate

- B. Worker's Compensation and Employer's Liability in the amount of \$1,000,000.00
- C. Comprehensive Automobile Liability minimum limits of \$1,000,000.00

8. MULTIPLE BIDS: Robertson County will consider multiple bids that meet specifications.
9. NEW MATERIAL: Used or previously titled equipment will not be accepted for this bid. Vendor must provide new supplies. New, as used in this clause, means previously unused materials. Materials include but are not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.
10. NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a Bidder, or who has quoted prices on materials to a Bidder, is thereby disqualified from submitting a sub-Bid or quoting prices to other Bidders.
11. NON-DISCRIMINATION: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
12. OR EQUAL: Vendors are to submit bids as specified herein or propose an approved equal. Determination of equality is solely Robertson County's responsibility. The designated brands are for reference purpose only, not a statement of preference.
13. PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of 30 days be required to process invoices for payment.
14. REQUEST FOR CLARIFICATION: The County may conduct discussions with responsible Bidders determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Request for clarifications shall not alter the Vendor's pricing information contained in its cost bid.
15. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective bidder to review the entire request for bid packet. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the County of such error in writing and request modification or clarification of the document. The bidder shall also notify the County in writing if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for bid opening. The County will make modifications, if needed, and issue a written revision and



will give written notice to all parties who are on file in the Purchasing Office as having received a copy of this RFP.

The failure of a specific bidder to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy.

16. SIGNING OF BID FORMS: Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
17. SUBCONTRACTING: Robertson County will award this bid to one vendor. The successful vendor may not assign or subcontract the "award agreement", its obligations or rights" hereunder to any party without the written consent of Robertson County Purchasing Agent. If the bid includes the use of subcontractors, Proposers must identify the specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.
18. SUBMISSION OF BID: Robertson County does not accept telegraphic or electronically transmitted bids. Bids and modifications shall be enclosed in sealed envelopes and delivered to the Robertson County Finance Department, 523 South Brown St, Springfield, Tennessee 37172. The bidder shall show on the outside of the envelope MARKED WITH YOUR COMPANY NAME AND "VOTING SYSTEM PROPOSAL NO. 1509. At the specified date and time, as noted on the front cover, bids will be opened and read aloud. Late bids will not be accepted.
19. TAXES: Robertson County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
20. TITLE VI OF THE CIVIL RIGHTS ACT: It is the policy of Robertson County Government that all its services and activities be administered in conformance with the requirements of Title VI – "Nondiscrimination in Federally Assisted Programs" – No person in the United States shall, on the ground of race, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

These terms and conditions shall be part of the contract. Robertson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. APPROPRIATION: In the event no funds are appropriated by Robertson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.
2. AWARD PROTEST PROCEDURE: Robertson County Purchasing Department has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision.

Complaints received after five (5) business days of the award notification has been made will not be considered for review.

3. CHILD LABOR: Contractor agrees that no products or services will be provided or used under this Contract which have been manufactured or assembled by child labor.
4. COMPLIANCE WITH ALL LAWS: By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and /or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
5. DEFAULT: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Robertson County may terminate this contract immediately in whole or in part and may consider such failure or noncompliance a breach of contract. Robertson County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Robertson County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Robertson County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
6. GOVERNING LAW: The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Robertson County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Robertson County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
7. IDEMNIFY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless Robertson County, its officers, agents and employees from and against:
  - a. Any and all suits, claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as result of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligence acts, omissions, bad faith, or willful misconduct on the part of the Vendor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and
  - b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Vendor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Buyer in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Buyer. In the event of any such suit or claim, the Contractor shall give the Buyer immediate notice thereof and shall provide all assistance required by the Buyer in its defense.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

8. INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Robertson County inspects and formally accepts the goods and / or services. Robertson County reserves the right to reject all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
9. MODIFICATIONS OR AMENDMENTS: This contract may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Robertson County without the prior written approval of the County Purchasing Agent.
10. POSTPONEMENT: The County reserves the right to postpone the opening of any bid under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.
11. REJECTION OF BIDS: Robertson County reserves the right to reject any bid, all bids, or any part of a bid that is not in the best interest of Robertson County. The County shall reject any bid that is determined to be non-responsive. The County also reserves the right to reject the bid of any Bidder who previously failed to perform adequately for Robertson County or any other governmental agency. Robertson County expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due Robertson County.
12. REMEDIES: Robertson County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
13. SEVERABILITY: If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
14. TERMINATION: Robertson County may terminate this agreement with or without cause at any time with thirty-day (30) written notice. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
15. WAIVING OF INFORMALITIES: Robertson County reserves the right to waive minor informalities or technicalities in the bid when it is in the best interest of Robertson County. Any such waiver shall not modify any remaining bid requirements or excuse the Bidder from full compliance with the requested specifications and other contract requirements if the Bidder is awarded the Contract.
16. WARRANTY: Contractor warrants to Robertson County that all items delivered and all services rendered shall conform to the specifications, drawings, and bid and / or other descriptions furnished and / or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Robertson County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### SECTION III SPECIAL TERMS, CONDITIONS AND PRICING

1. SCOPE: Robertson County Finance Department, on behalf of the Robertson County Election Commission is soliciting sealed proposals from qualified vendors for the purpose of replacing its current voting system. Structure proposals so that all evaluation criteria is included but certain value added functions may be excluded during initial award and quantities may be adjusted as desired by purchaser. This may include the purchase of new hardware, and software for:
  - Election Management System
  - Direct Recording Electronic (DRE) System with Voter-Verifiable Paper Audit Trail (VVPAT), or
  - Hybrid voting system which utilizes a ballot marking device to produce a marked paper ballot, or
  - an All-paper Hand Marked system
  - Absentee Ballot Scanning/reporting system
  - Provisional Ballot Scanning/reporting system
  - Tabulators, Tabulation System, High Speed Central Vote Tabulator
  - Training, Technical Support, and/or Election Day Support
  - Electronic Poll Book Solution for Early Voting and Election Day (May bid Separately)
  - Ballot on Demand solution for Early Voting
  - In house ballot printing option and/or supplier services
2. REQUIREMENTS: The voting system purchased by the election commission must meet the following minimum requirements:
  - Certified by the U.S. Election Assistance Commission to, at a minimum, the 2005 Voluntary Voting Systems Guidelines.
  - Certified by the State Election Commission and Coordinator of Elections. A vendor may submit a bid for a system that is under review, but a county may not purchase the system until it is certified.
  - Should have accessibility features to allow voters with disabilities to vote independently and privately.
3. ELECTION INFORMATION: The Election Commission serves 47,911 voters with 18 Election Day precincts and 1 early voting location for a typical election. Voter information for Election Day and early voting is listed on Page 18 and 19.
4. MULTIPLE BIDS: Multiple bids from the same vendor will be accepted for this bid. The bidder can submit multiple models in their bid if the equipment meets the specifications. Electronic poll books or a similar solution which works with other vendors systems may be bid separately.
5. TURN KEY: The selected vendor must provide all components needed to operate its system as well as the tabulation system that consolidates votes from Absentee Voting, Early Voting and Election Day Voting into exportable reports for publishing of election results and exportable reports. The proposal must include all hardware, firmware, software, computers, printers, cables, operating system software, training, training manuals/resources, user manuals, maintenance manuals, technical support and any other item not listed, required to provide a fully functional voting system.

6. TRAINING: The successful Proposer shall be required to provide training to Robertson County personnel. The training shall continue until a level of competency is achieved, as determined by the County, for individuals charged with administering the system.
7. DELIVERY AND TRAINING SCHEDULE: Vendor must provide a detailed plan of delivery and training for the implementation of the new voting system. The plan must include estimated lead time of delivery after order and estimated amount of training needed. The plan shall give an estimate of how long of a training period is needed until the Election Commission can begin using the voting system. The plan does not need to include exact dates, but it must contain an estimated amount of time needed to deliver the system and train staff.
8. NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Robertson County representative, other than the Purchasing Department representative, concerning this Request for Proposal is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
9. NEW MATERIAL: Unless specified otherwise in the bid package, Contractor(s) must provide new supplies and equipment. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials will not be accepted.

## 10. **PROPOSAL FORMAT**

The following format is to be used in the submission of the proposal. Failure to follow this format may result in the rejection of your proposal. Proposers shall submit one (1) original, four (4) copies and one (1) electronic version on either a CD or a flash drive.

### **Section 1      Cover Letter**

### **Section 2      Company Information**

- Include Vendor Information Sheet. Pg. 2 of RFP
- Company history
- Contacts
- Location of Home Office and Customer Support

### **Section 3      System Description**

Describe the overall system for your proposed solution, including hardware and software. Describe the benefits of your system.

Provide any manufacturing process certifications you have received for the components offered. Provide details regarding the location where components are sourced, and the voting system hardware and software manufactured.

Confirm that all equipment proposed shall be new or newly manufactured, not reconditioned or refurbished in any way.

#### **Section 4      Ballot Marking Device**

Describe the functionality of your proposed ballot-marking device, taking the following into account:

- Ease of use by voters and election officials
- Accessibility features
- Support of split precincts or multiple ballot styles on a single unit
- Options to ensure activation of the proper ballot style for each voter
- Preventing the voter from over voting
- Allowing under votes, but notifying the voter of their right to cast votes for all contests for which they are eligible
- Allowing voters to make multiple selections for a single contest when applicable
- Process for casting a write-in ballot
- Summary of selections presented to voters
- Troubleshooting features for election officials
- Opening and closing procedures for election officials
- Battery backup in the event of loss of power, including alerts to election officials
- Supplies needed for operation, such as paper, toner, seals, etc.
- Will these devices be able to be used on Election Day after Early Voting

#### **Precinct-based Scanners**

Describe the scanner used in the precinct to tabulate votes. Per T.C.A. 2-20-104(d), precinct-based optical scanners used in an election in this state shall not have any capability, enabled or disabled, for wireless communication of any sort. Per State Election Commission policy, the scanner should have a removable bin to collect the ballots. Take the following into account as you prepare your response and provide a response to each of the following:

- Ease of use by voters and election officials
- Clarity to voter and election officials that ballot has been cast and stored
- Poll opening and closing procedures, including printing a zero tape in the morning and results tape in the evening.
- Does it read names or barcodes
- Safeguards to ensure votes are not cast until polls open and cannot be cast after the last voter in line at the close of polls casts a ballot
- Can a ballot be scanned more than once or photocopies be scanned
- Battery backup in the event of loss of power, including alerts to election officials
- Procedures and time necessary to clear any jammed cards or ballots
- Preservation of ballot images
- How many will each scanner be able to scan in an election cycle before being replaced
- Supplies needed for operation, such as external memory devices, extra bins, ballot boxes, etc.
- How many ballots/cards can be held in the original bin? Will you be able to change out the scanner and place on a new bin or replace the bin internally

## **Direct Recording Electronic (DRE) System with Voter-Verifiable Paper Audit Trail (VVPAT)**

Describe the functionality of your proposed DRE system, taking the following into account:

- Ease of use by voters and election officials
- Accessibility features
- How machines are transported and stored
- Support of split precincts or multiple ballot styles on a single unit
- Options to ensure activation of the proper ballot style for each voter
- Preventing the voter from over voting
- Allowing under votes, but notifying the voter of their right to cast votes for all contests for which they are eligible
- Allowing voters to make multiple selections for a single contest when applicable
- Process for casting a write-in ballot
- Summary of selections presented to voters
- Troubleshooting features for election officials
- Opening and closing procedures for election officials including printing of a zero tape in the morning and results tapes upon closing
- Battery backup in the event of loss of power, including alerts to election officials
- How cast vote records are stored, backed up, and secured on a device
- Anti-tampering features, including protection of unused ports during storage, transportation, and use
- Voter-verifiable audit trail functionality for each ballot cast
- Supplies needed for operation, such as paper, toner, seals, etc.

## **Absentee Scanner**

Describe your central absentee scanning device solution, including the brand and model and any necessary software:

- Ballots per minute capacity
- Capability to read variety of marks on ballots
- Can a ballot be scanned more than once or photocopies be scanned
- Process for handling exceptions, such as over votes, write-in, and other ballots needing manual review
- Process for importing results into election management system
- System logs
- Troubleshooting information for election officials
- Battery backup solution in the event of loss of power
- Does it have any capability, enabled or disabled, for wireless communication of any sort?

## **Election Management System**

Describe your election management hardware and software and their functionality, including the following:

- Programming of the election
- Ballot creating and printing by vendor of choice

- Does your system provide a way that the county can print our own absentee and emergency ballots
- Audit logs
- Election night reporting, including steps to ensure that all precincts and anticipated results have been reports
- Process to ensure speed and accuracy of tabulation
- Customization of reports

## **Section 5      Maintenance**

Confirm capacity to upgrade or modify any of the deliverables without charge to meet requirements mandated by changes to state or federal law or State Election Commission policy.

Confirm capacity to upgrade or modify software to meet requested enhancements.

What is the length of warranties on each piece of equipment and what is included with the maintenance?

## **Section 6      Yearly Fees**

All fees required to operate the voting system must be disclosed in the proposal. Proposers also shall include estimated fee costs for the next 120 months.

Describe the yearly fees that will be associated with each piece of equipment.

Is there an annual maintenance fee? Is the maintenance fee optional? What does that cover?

What are the yearly support fees for setting ballot and programming the machines? Does a representative come on site to program the voting machines?

Are there any licensing fees that are required for the operation of the voting system?

## **Section 7      Security**

Describe your process for identifying physical and specific cybersecurity risks and mitigating them in the election environment, and how the implementation of the mitigation processes will increase the likelihood of success on the current proposal. Be specific and provide specific examples of how this process has been successful in both confirming proper implementation and identifying needed changes. Include lab testing and third-party testing you regularly employ. Provide a description of processes you use to testing, patching and anomaly handling.

Provide a description of the threat environment as it applies to the systems and their interconnections that are addressed in your proposal. Provide an assessment of the severity of threats and identify and align mitigation approaches to the threats. Also, provide an assessment of the residual risks following mitigation actions.

Describe how you monitor ongoing security threat changes and respond to evolving threats, including monitoring common vulnerabilities and exposures (CVEs) and any ability to



receive and share real-time threat information. Indicate participation in information sharing networks, including the Sector Coordination Council of the Election Infrastructure Subsector (EIS-SCC), the Information Technology Information Sharing & Analysis Center (IT-ISAC), the Election Infrastructure ISAC (EI-ISAC), and others.

Define or provide documentation on incident handling, recovery, and contingency processes, including communication plans, backup procedures, and process for operational data availability. This should also include items such as log and audit, log analysis and assessment, and forensics capabilities.

Define what constitutes an incident and any levels of severity. Include procedures for notifying the government in the event of incidents of each level of severity, to include responsibilities and liability. Additionally, provide a communication plan for handling an incident.

Describe your process for moving data, whether digitally or physically, while maintaining appropriate security protection and data integrity. This includes between organizations such as the proposer and proposed subcontractors, and to the government, where applicable, during transitions to new systems and technologies.

Describe the security audits and penetration analysis performed on a regular basis. If conducted, provide annual security audit reports conducted by an independent auditor.

## **Section 8      Training and Support**

Describe the training you will provide for staff, election officials, and the public for the new system, including samples of training materials.

Will training materials be provide or be an additional expense?

Describe your Early Voting, Election Day, and general support.

How many elections will be covered under the original agreement for support?

What are the normal fees for Election Day on site support?

Where is your representative located to service Robertson County?

## **Section 9      Vendor Qualifications**

Vendors shall confirm prior implementation experience with their products in an election jurisdiction of similar size and complexity.

Provide qualifications and experience of all proposed personnel, including subcontractors. In addition to basic qualifications (e.g., certifications obtained), include descriptions of experience in the field of elections or cybersecurity, or both. Where applicable, provide any specific knowledge and experience with state and local policies, architecture, and related aspects of the proposed work.

Describe your company process for background checks and security training of those who will be working on the project.

Disclose all countries in which your organization operates. Describe the corporate structure and ownership (e.g., publicly traded corporation, privately held partnership, nonprofit). Disclose all board members or any entity with more than 10% ownership in the organization. Also, disclose any ownership in your company by non-U.S. persons or entities, regardless of ownership percentage.

In the event the vendor ceases to maintain experienced staff and the resources needed to provide any required software maintenance while under an obligation to provide such maintenance, the election commission shall be entitled to have, use, and duplicate for its own use, a copy of the source code and any other software required for a fully operational recovery, along with all documentation for the software products covered by the contract in order for the election commission to use the software in accordance with the terms of the contract.

## **Section 10    Delivery of Equipment**

From the date the bid is awarded, what will be the delivery time of the equipment? Proposers shall include an estimated time schedule for delivery, training, and implementation of the election system.

## **Section 11    Costs**

Pricing shall include all expenses, training, and shipping costs for the voting system. Pricing shall be submitted as itemized by each item included in the proposal and with a turnkey cost for the voting system.

- A. Proposers shall include a breakdown of costs for each piece of equipment, supplies and materials that are required for the voting system. The proposer shall determine the amount of equipment is required for Robertson County. Election Day and Early Voting information is included on page 17 and 18.
- B. Proposals Shall include equipment and supplies individually, separate from the voting system, if additional equipment or supplies are needed. Pricing on these items will remain firm fixed for 12 months after the award date.
- C. Proposers shall include Election Day support costs for the system and shall estimate the support costs for next 10 years.
- D. Proposers shall include maintenance fees for the election system that is proposed and shall estimate maintenance costs for the next 10 years.
- E. Proposers Shall include any annual licensing fees, if any, and estimate the License fees for the next 10 years.

## **Robertson County Election Day Information**

The Election Commission serves 47,911 registered voters. Robertson County's typical Election Day will have 18 Election Day precincts, emergency voting at Election Office.

80 Voting Machines for Early Voting and Election Day Precincts.

## **ROBERTSON COUNTY VOTING PRECINCTS**

District 1-1	East Robertson Elementary	5177 East Robertson Rd.	Cross Plains
District 2-1	Robert F. Woodall Elementary	300 Edenway Rd.	White House
District 3-1	Ebenezer Baptist Church	6028 Ebenezer Rd.	Greenbrier
District 3-2	White House Heritage HS	7744 Hwy 76 East	White House
District 4-1	Watauga Elementary School	1755 Lake Rd.	Greenbrier
District 5-1	Greenbrier High School	126 Cuniff Dr.	Greenbrier
District 6-1	Coopertown Middle School	3820 Hwy 49 West	Springfield
District 6-2	Mt. Sharon C.P. Church	4634 Mt Sharon Church Rd.	Greenbrier
District 7-1	Jo Byrns Elementary School	6399 Hwy 41 North	Cedar Hill
District 7-2	Stroudsville Church of Christ	1531 Stroudsville Rd.	Adams
District 8-1	Krisle School	6712 Hwy 49 East	Springfield
District 8-2	H.A.T.S.	4859 Hwy 431 North	Springfield
District 8-3	Owens Chapel Fellowship Hall	6730 Owens Chapel Rd.	Springfield
District 9-1	Robertson County Fair Assoc.	4635 Hwy 41 North	Springfield
District 10-1	South Haven Christian School	112 Academy Drive	Springfield
District 11-1	Westside School	309 Alsup Dr.	Springfield
District 11-2	Heads Free Will Baptist Church	2792 Heads Church Rd.	Cedar Hill
District 12-1	Bransford School	700 Bransford Dr.	Springfield

Robertson County:: State and House Districts

7<sup>th</sup> Congressional District

23<sup>th</sup> Tennessee Senate District

66<sup>th</sup> Tennessee House of Representative District



**RFP #1509 Form**  
**Robertson County Elections**  
**December 15, 2022 at 2:00 P.M.**

Please provide prices based on the attached specifications. Price should all hardware, software, and all other items required for proper operation of the equipment.

<b>80 Voting Machines</b> – includes all hardware, software, and all other items needed for proper operation of equipment.	
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Annual Fee: \_\_\_\_\_

Price is Good For: \_\_\_\_\_

Days Until Delivery from Order: \_\_\_\_\_

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**Company Name**

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**Email Address**

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**Phone Number**